

**AGREEMENT BY AND BETWEEN THE COUNTY OF LAKE AND
ELIJAH HOUSE FOR THE MANAGEMENT OF A COVID-19
EMERGENCY HOUSING HUB AND THE PROVISION OF CONTINUUM
OF CARE SERVICES**

WHEREAS, the Lake County Behavioral Health Department (hereinafter, “LCBH”) is the lead agency for Lake County Continuum of Care and has worked with numerous community organizations to develop a COVID-19 Emergency Housing Hub; and

WHEREAS, the Lake County Board of Supervisors has indicated its approval of using a portion of the County facility known as the Lake County Juvenile Hall (hereinafter, the “facility”) for this temporary emergency shelter; and

WHEREAS, LCBH has issued a Request for Proposals to secure the services of a contractor to manage a COVID-19 Emergency Housing Hub and provide continuum of care services to those persons residing in that shelter; and

WHEREAS, Elijah House, a nonprofit organization has responded to that Request for Proposals, is well-qualified to provide the services necessary, and wishes to partner with various community and health care organizations including Sierra Health and Wellness, Adventist Health, Lake County Continuum of Care for the Homeless, and Hope Harbor Congregate Shelter for purposes of development and supportive services; and

WHEREAS, LCBH recommends the selection of Elijah House to provide the above-described services.

NOW THEREFORE, this Agreement is made and entered into by the County of Lake, by and through the Lake County Behavioral Health Department, hereinafter referred to as “County,” and Elijah House, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

The parties agree as follows:

1. CONTRACTOR’S RESPONSIBILITIES.

- A. Shelter, Case Management, and Support Services. Subject to the terms and conditions set forth in this Agreement, Contractor will operate a temporary emergency COVID-19 shelter, offering both individualized case management services and support services for mental health and substance abuse. Case management services will assist in connecting individuals with resources to address the issues that have compromised their ability to obtain and maintain employment so that they can become self-sufficient. All guests will have an initial needs assessment from a Case Manager, and from this, a plan will be developed as to how to best meet guest’s needs. During the stay at the COVID-19 shelter, guests will have access to staff who have a background in substance abuse and mental health. Staff will provide support groups and sessions as needed for guests. Contractor will work with the County and various community entities to provide additional support and development services as more particularly described in its Proposal to Operate COVID-19 Emergency Housing Hub, attached hereto and incorporated herein by reference as Exhibit “A”.

- B. Covid-19 Protocols.** Contractor shall be guided by California COVID-19 prevention and containment protocols for temporary shelters. This shall include, but is not limited to, spatially distant sleeping accommodations, meal provision, connections to medically indicated services and supplies, such as testing and connection to services as needed. All Centers for Disease Control and Prevention (CDC) guidelines shall be followed in the provision of the services described in this Agreement to ensure that the facility remains infection-free. Should isolation of any guest prove necessary, all Centers for Disease Control and Prevention (CDC) guidelines will be posted and followed in the provision of these services to ensure that the facility remains infection-free. If isolation is needed, protocol will be followed, and will operate in close consultation with Public Health.
- C. Staffing.** Contractor shall provide 24/7 staffing as more particularly described in Exhibit "A" hereto.
- D. Records Retention.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

Contractor shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work.

Contractor shall maintain an expenditure report which shall contain detailed information including an ongoing tracking of the specific uses and expenditures of any program funds broken out by uses listed below, including the current status of those funds:

- i) Diversion
- ii) Prevention
- iii) Shelter
- iv) Services and infection control

- E. Facility Maintenance Responsibilities.** Contractor shall be responsible for routine maintenance at the facility and general upkeep. Contractor shall be responsible for basic lawn maintenance. Contractor shall not use the facility and/or the facility grounds for any purposes not related to the provision of services as described herein.
- F. Costs of Utilities.** The cost of utilities, water, sewer, and electricity shall be paid by Contractor.
- G. Damages.** Any damage to the facility or to the facility grounds shall be promptly reported by Contractor to the LCBH and shall be the responsibility of the County unless caused by the negligence of the Contractor in its operation of this facility under the terms of this agreement.

H. Alterations. No alterations shall be made to the facility or the grounds of the facility by Contractor unless written permission is obtained and received in advance from the County.

I. Fiscal and Compliance Requirements. Contractor shall comply with and adhere to all fiscal responsibilities described in Exhibit "B" and all compliance provisions described in Exhibit "C", which exhibits are attached hereto and incorporated by reference herein.

2. COUNTY RESPONSIBILITIES

A. Compensation. County shall compensate Contractor for services rendered under this Agreement as described in Section 4 herein.

B. Use of County Facility. County shall provide a portion of the County-owned premises known as the Lake County Juvenile Hall for use as the COVID-19 temporary emergency housing hub described herein. The portion of the premises subject to said use are more particularly described in Exhibit "D" attached hereto and incorporated herein by reference.

C. Maintenance, Repair, Replacement. The County shall be responsible for the maintenance, repair, and, when applicable, the replacement of all infrastructure of the facility and facility grounds unless the need for such maintenance, repair, and/or replacement is caused by the negligence of the Contractor in its operation of the temporary emergency shelter pursuant to the terms of this Agreement. This includes, but is not limited to, plumbing, electrical, and sewer. Grounds shall be maintained but not renovated or disturbed by Contractor only other than routine maintenance and weed control.

3. TERM. This Agreement shall commence on July 30, 2020, and shall terminate on September 30, 2020, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

4. COMPENSATION. Compensation to Contractor shall not exceed **Two Hundred Thirty Four Thousand Five Hundred Fifty Dollars (\$234,550.00)**.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto and incorporated by reference herein, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

5. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon 14 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

6. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by Lake County Behavioral Health Services Director, Todd Metcalf, M.P.A.

7. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Behavioral Health Services
P.O. Box 1024
Lucerne, CA 95458
Attn: Todd Metcalf, Director

Elijah House
2167 Montgomery Street, Ste A
Oroville, CA 95965
Attn: Joe Henderson, CEO

8. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Elijah Proposal to Operate COVID-19 Emergency
Housing Hub

Exhibit B – Fiscal Provisions

Exhibit C – Compliance Provisions

Exhibit D- Description of that portion of property to be used as the
temporary emergency housing hub.

9. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

10. **INTEGRATION.** This Agreement, including attachments, constitutes the entire Agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties. Should there be any conflict between any exhibits hereto and the terms of the Agreement, the Agreement shall control.

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COC: The **Lake County Continuum of Care for the Homeless** has established as its number one priority to provide support for the development and ongoing operations of a shelter in Clearlake and in North Lake County. To this end they will provide administrative support for reporting requirements to HUD and administrative assistance in identifying sustainable funding as appropriate.
Scott Abbott, Program Manager- MHSA and Housing, Lake County Behavioral Health

HH: **Hope Harbor Congregate COVID Shelter** is closing July 31, however key leaders have agreed to stay on as we transition. They will assist with updating the manual, policies and best practices. They will facilitate ongoing local partnerships that have supported the Congregate Shelter in the past, for example food donations, communicating with local law enforcement, staffing and identifying clients who will be making the move to Elijah House. They will assist with new hire paperwork for Elijah House for continuing staff. They will assist with registration documentation for clients, including HMIS ROI, Community Agreement (Client Expectations) and Registration Forms.
Rev. Shannon Kimbrell-Auth, Hope Harbor Board Chair
Gary Deas, Hope Harbor On-Site Manager
Michael Auth, Hope Harbor Administrative Manager

i. Hope Harbor Congregate COVID Shelter will be full-time, low the program will be in a secure, safe, and upon request of staff, etc.

Elijah House will provide a safe place for persons experiencing homelessness to shelter in place guided by California COVID-19 prevention and containment protocols for temporary shelters. This shall include, but is not limited to, spatially distant sleeping accommodations, meal provision, connections to medically indicated services and supplies, such as testing and connection to services as needed/or *example* Substance Use Disorder Services and Support Groups. Elijah House shall provide 24/7 staffing and individualized Case Management for each client with a goal of providing whole person care. Case Management services will assist in connecting individuals with resources to address the issues that have compromised their ability to obtain and maintain employment so that they can become self-sufficient. All guests will have an initial needs assessment from our Case Manager, and from this, a plan will be developed as to how to meet their needs. During their stay at the Elijah House COVID Shelter, they will have access to staff who have a background in substance abuse and mental health. These staff will be able to provide support groups and support sessions for guests to help them cope during this difficult period. All CDC guidelines will be followed in the provision of these services to ensure that the facility remains infection free. If isolation is needed, protocol will be followed, and we will operate in close consultation with Public Health. By offering a shelter that has both Case Management services as well as support services for mental health and substance abuse, it is Elijah House's hope that we will be able to further the mission of Lake County by stemming the tide of issues that create homelessness and putting people on a path to succeed.

Our Mission Is:

The mission of the Elijah House COVID Shelter is; to, enhance the physical, mental, emotional, and spiritual restoration of the people we care for while helping to ensure the health and protection of our clients and the community.

Our Goals Are:

- To connect individuals with ongoing appropriate and available Continuum of Care (Coe) services
- To gather information through the intake process, that may help improve the County's development and implementation of interventions addressing homelessness
- To engage community partners, churches and agencies in this mission
- And in this time of pandemic, to help flatten the curve, providing education and a safe place for our neighbors experiencing homelessness to survive and thrive

Staffing Summary

Project Manager	20 hrs per wk	300 hr	Provides administrative oversight of the project and coordinates all functions with outside vendors while ensuring compliance with Internal policies and procedures.
On Site Manager	40 hrs per wk	600 hr	Provides on-site leadership, coordinates staffing, Interfaces with law enforcement and other partners as needed, Identifies needs and relates to community. Answers shelter phone 9-5.
Admin Manager	30 hrs per wk	450	Manages all files, completes HMIS reporting and documentation, manages data, provides client reports and tracks services provided, updates forms as needed
Case Manager	40 hrs per wk	600	Meets with clients 1:1 to identify services needed, social determinants, case management, diversion, housing connection etc. Has schedule of client medication needs and unlocks medications for guests. If night time medications needed alerts Night shift Staff person #1. Works with guests and other agency care managers to schedule transportation for appointments; bus schedule etc.
Weekend Manager	9am-5:30pm	240 hrs	Weekend Intakes, problem solving, Answers shelter phone 9-5. Deals with any weekend staffing issues or emergencies. May not work 9-5 as emergencies arise. Flexible scheduling.

Client Support Specialist	40 hrs per week	600	Provides client services, counseling, support groups and oversees connection to appropriate MH/BH services
Night Shift Staff #1	pm - 1:10am	600 hr	Emergency Intakes, oversees dinner service, directs residents to help serve; includes up community needs following dinner, staffs front desk, when there is not client volunteer after hours. Answers shelter phone, Unlocks evening meds. Preps for breakfast.
Night Shift Staff #2	Spn - 1:30am	600 hr	Primarily focused on safety and security. Makes complete rounds of facility, inside and out at least one time per hour. Enforces lights out at 10pm in common areas and all guests to the personal area.
Swing Shift Staff #1	11am-9:30am	600 hr	Emergency Intakes, Oversees breakfast service, preps lunch service for following day, staffs front desk, when there is no client volunteer after hours. Answers shelter phone.
Swing Staff #2	11am-9:30am	600 hr	Primarily focused on safety and security, Makes complete rounds of facility, inside and out at least one time per hour. Enforces lights out and noise control in common areas and all guests to the personal area.
Day Shift Staff #1	9am-5:30pm	600 hr	Completes intakes Oversees breakfast and lunch service utilizing guest volunteers. Staffs front desk when not filled by volunteer or guest.
Day Shift Staff #2	9am-5:30pm	600 hr	Primarily focused on safety and security. Makes complete rounds of facility, inside and out at least one time per hour. Checks guest personal areas daily for cleanliness and to prevent items that do not fit in designated storage.
Night Weekend Staff #1	Spn 1-1:30am	240 hrs	Emergency Intakes, Oversees dinner service, directs clients to help serve and clean up common areas following dinner, staffs front desk, when there is no client volunteer after hours. Answer shelter phone. Unlocks evening meds. Preps for breakfast.
Night Weekend Staff #2	5pm-1:10am	240 hrs	\$15 per hour
Swing Weekend Staff #1	11am-9:30am	240 hrs	\$15 per hour
Swing Weekend Staff #2	11am-9:30am	240 hrs	\$15 per hour
Day Weekend Shift Staff #1	9am-5:30pm	240 hrs	\$15 per hour
Day Weekend Staff #2	9am-5:30pm	240 hrs	\$15 per hour
ES Client Coordinator	7:30-1pm 5.5 hrs	375	Oversees community chores as all guests are required to help sanitize their own living area as well as communal areas.
Environmental Service	9-3pm 6 hours	375	Oversees shower facilities Monday through Friday and contamination protocols between each shower. If showers are empty assists other staff as needed.
Environmental Service	9am-5:30pm	240 hrs	Weekend shower service.

5. Project/program budget

Emergency Budget for 15 weeks of Operation August 1 through November 1

24 hours, 7 days a week for 15 weeks

Project Manager	20 hrs per wk			5 days per week	\$9,000.00
		300 hrs	\$30 pr hr		\$
On Site Manager	40 hrs per wk	600hrs	\$25 pr hr	5 days per week	15,000.00
					\$
Admin Manager	30 hrs per wk	450 hrs	\$20 pr hr	5 days per week	9,000.00
					\$
Case Manager	40 hrs per wk	600 hrs	\$20 pr hr	5 days per week	12,000.00
					\$
Weekend Manager	9am-5:30pm	240 hrs	\$20 pr hr	2 days per week	4,800.00
					\$
Client Support Specialist	40 hrs per week	600hrs	\$20 pr hr	5 days per week	12,000.00
					\$
Night Shift Staff #1	5pm--1:30am	600 hr	\$15 per hr	5 days per week	9,000.00
					\$
Night Shift Staff U2	5pm-1:30am	600 hr	\$15 per hr	5 days per week	9,000.00
					\$
Swing Shift Staff #1	1am-9:30am	600 hr	\$15 per hr	5 days per week	9,000.00
					\$
Swing Staff #2	1am-9:30am	600 hr	\$15 per hr	5 days per week	9,000.00
					\$
Day Shift Staff #1	9am-5:30pm	600 hr	\$15 per hr	5 days per week	9,000.00
					\$
Day Shift Staff #2	9am-5:30pm	600 hr	\$15 per hr	5 days per week	9,000.00
					\$
Night Weekend Staff #1	5pm-1:30am	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
Night Weekend Staff #2	5pm-1:30am	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
Swing Weekend Staff #1	1am-9:30am	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
Swing Weekend Staff #2	1am-9:30am	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
Day Weekend Shift Staff #1	9am-5:30pm	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
Day Weekend Staff #2	9am-5:30pm	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
ES Client Coordinator	7:30-1pm 5.5 hrs	375 hrs	\$15 per hr	5 days per week	5,625.00
					\$
Environmental Service M-F	9am-3pm	450 hrs	\$15 per hr	5 days per week	6,750.00
					\$
Environmental Service	3-8pm 5 hours	375 hrs	\$15 per hr	5 days per week	5,625.00
					\$
Environmental Service 5/5	9am-5:30pm	240 hrs	\$15 per hr	2 days per week	3,600.00
					\$
1 paid holiday, occasional overtime					2,000.00
					\$
				Staffing Subtotal	125,000.00
				Est. Workman's	
				Comp, Employment	\$
				taxes	29,000.00

Staff Subtotal				\$ 154,000.00
				\$
Mileage, guests to essential services				2,000.00
				\$
Training Event with meal for all staff and leaders 40 people at \$20 each				800.00
<i>training to be done in 3 01 four groups to al/Olv for sp atial di.,tancin9</i>				
630 meals				\$
Food Costs	3 meals pr day for 30 people	p/w	\$5 per meal	47,250.00
				\$
Operations: Copying, office supplies misc expenses			\$1500 per month	4,500.00
				\$
Misc expenses (sleeping bags, pillows etc)			\$1500 per month	4,500.00
				\$
Additional Hygiene Items for guests			\$1500 per month	1,500.00
				\$
Electric				4,000.00
Juvenile Hall to be provided by county, rent free				\$
				\$
Treasurer/ Fiscal Sponsor/ Payroll Services/Grant Management			10%	20,000.00
				\$
Operation Subtotal				84,550.00

Est for 15 weeks	\$ 238,550.00
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July 17 RFP due

July 17-July 28 establish employee pool to continue services with no interruption

July 28 Board of Supervisors to *vote* on contract

July 29 sign new employee contracts

July 28-August 1 transition to Juvenile Hall Facility and establishment of new leadership

July 31 move clients to Elijah House@ Juvenile Hall

August 2 County provides \$50k start-up costs for project and establishes payment schedule

August 15 Have all necessary staff positions filled and begin process of looking forward.

Evidence of Non-Profit Status



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO Box 1286
Rancho Cordova CA 95741

ELIJAH HOUSE S.L.E
2167 MONTGOMERY ST., STE A
OROVILLE CA 95965

Date: 10.10.19
Case: 31600711443714536
Case Unit: 31600711443714540
In reply refer to: 760:DMP:f120

Regarding:	Tax-Exempt status
organization's Name:	ELIJAH HOUSE S.L.E
CCN:	3895059
Purpose:	Charitable
R&TC Section:	23701d
Form of Organization:	Incorporated
Accounting Period Ending:	12/31
Tax-Exempt Status Effective:	04/08/2016

Exempt Acknowledgement Letter

We have received your federal determination letter and California Form FTB 3500A, *Submission of Exemption Request*, and have approved your request for California Tax-exempt status.

Under California law, Revenue and Taxation Code (R&TC) Section 23701 provides that an organization is exempt from taxes imposed under Part 11 upon submission of the federal determination letter approving the organization's tax-exempt status.

Generally, the effective date of an organization's California tax-exempt status is the same date as the federal tax-exempt status.

To retain tax-exempt status, the organization must be organized and operating for nonprofit purposes within the provisions of the above R&TC section. An inactive organization is not entitled to tax-exempt status.

In order for us to determine any effect on the tax-exempt status, the organization must immediately report to us any change in:

- Operation
- Character
- Purpose
- Name
- Address

Page 2 of 2

For filing requirements, refer to FTB Pub.1068, *Exempt Organizations - Filing Requirements and Filing Fees*. Go to ftb.ca.gov and search for 1068.

All California public benefit corporations must register with the California Attorney General's Office Registry of Charitable Trusts within 30 days of first receiving any assets.

The Attorney General regulates charities and the professional fundraisers who solicit on their behalf. The purpose of this oversight is to protect charitable assets for their intended use and ensure that the charitable donations contributed by Californians are not misapplied and squandered through fraud or other means.

Please refer to **oag.ca.gov/Charities** for further information on registration requirements and contact information. Also see the publication Attorney General's Guide for Charities.

This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the California Department of Tax and Fee Administration at 800.400.7115 or go to ftb.ca.gov at **odtfa.ca.gov**.

Darshana M. Patel
Telephone: 916.845.4171
Fax: 916.843.2128

cc: JOSEPH HENDERSON

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date; **DEC 21 2018**

ELIJAH HOUSES LE
PO BOX 2456
OROVILLE, CA 95966

Employer Identification Number:
81-2551153
DLN:
17053170306048
contact Person:
MICHAEL T UPSHAW ID# 17310
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity status:
509(a) (2)
Form 990/990-EZ/990-N Required:
Yes
Effective Dal. uI Exemption;
April 0B, 2016
Contribution Deductibility:
Yes
Addendwn Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax **under Internal Revenue Code (IRC) Section 501(c)(3) - Donors can deduct** > contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

organizations exempt under IRC section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Fann 990-N, the e Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked,

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

ELIJAH HOUSES LE

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/17/2020

ESLID: 6112647022

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 3895059

Entity Name: ELIJAH HOUSE FOUNDATION

1. The entity is in good standing with the Franchise Tax Board.

☐

2. The entity is **not** in good standing with the Franchise Tax Board.

3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.

☐

4. We do not have current information about the entity.

☐

5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges **were** suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revival may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Letters of Support



LAKE COUNTY CONTINUUM OF CARE
Administrative Agency: Lake County Behavioral Health Services

PO Box 1024
6302 Thirteenth Ave,
Lucerne, CA 95458-1024
(707) 274-9101 fax: (707) 274-9112



17 July 2020

Elijah House Addiction Recovery
PO Box 2456, Oroville Ca 95965-2456
Project Name: Temporary Congregate Shelter

Dear Elijah House:

I write on behalf of Lake County Continuum of Care (LCCoC) in support of Elijah House's proposal to Lake County for a County of Lake grant to fund the temporary Congregate Shelter for those experiencing homelessness during the COVID pandemic.

The COC Executive Board supports this grant application and the planned focus on connecting Mental Health, Behavioral Health and Substance Use Disorder Supportive Services by increasing delivery of evidence-based interventions at the shelter location for ease of client access.

The Lake County Continuum of Care for the Homeless has established as a top priority to provide support for the development and ongoing operations of a shelter in Clearlake and in North Lake County. To this end they will provide administrative support for reporting requirements to HUD and administrative assistance in identifying sustainable funding as appropriate.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Taliaferro".

Chris Taliaferro
Chair, Lake County Continuum of Care

Adventist Health
Clear lake

July 17, 2020

Lake County Board of Supervisors
Supervisor Simon, Honorable Chair
Supervisor Sabatler, Member
Supervisor Crandell, Member
Supervisor Scott, Member
Supervisor Brown, Member

RE: New Start Recovery Solutions

LITTER OF SUPPORT

On behalf of Adventist Health Clear Lake Medical Center (AHCL), please accept this Letter of Support for New Start Recovery Solutions (NSRS) to bring their expertise in addiction and recovery to Lake County by taking over the temporary emergency COVID19 "SIP" Homeless Shelter. The long-term goal, tamy understanding, is for New Hope Recovery Solutions to become a permanent partner In Lake County.

Consistently ranked lowest In California for health and wellness as well as lowest-income rate, Lake County has some of the most severe health imlit.:ators in the state, least of which is addiction. In Lake County, much like California, the struggle to keep the unhoused population healthy from the COVID19 pandemic has been a challenge. With the partnership of the County of Lake, NSRS and AHCL, I feel strongly that we can not only help in the temporary situation, but also begin the long-term goal of having a positive impact on the community health needs of our county. This will benefit the overall health outcomes for our community members.

Sincerely,

o,ads
Pres ident

PO Box 67JO, Clearlake, CA 95.J22 - 707.995.5820



Mary Sakuma
Superintendent
msakuma@bcoe.org



Tad Alexander
Assistant
Superintendent
talexander@bcoe.org

Keith Lane
Director
916-929-2649
klane@bcoe.org

Travis Sanchez
Statewide Coordinator
530-354-8935
tsanchez@bcoe.org

Board of Education
Amy C/Iristia I Ison
Howard M. Ferguson II
Ryne Jolmsol I
Jeannine MacKay
Brenda J. McLaughlin
Roger Steel
Mike Walsh

1859 Bird Street
Oroville, CA 95965
(530) 532-5686
Fax (530) 532-5699
[http:// www.bcoe.org](http://www.bcoe.org)

An Equal Opportunity
Employer

July 17, 2020

Dear Lake County Board of Supervisors,

The Butte County Office of Education (BCOE) operates a statewide program with California Department of Transportation known as the Back 2 Work Program (B2W). B2W is a Transitional Employment Program helping disadvantaged, underserved and under-represented populations such as veterans, those who are justice involved, those experiencing homelessness and the long-term unemployed return to the workforce.

In Butte County, we have an extraordinary partnership with The Elijah House, B2W Sub-contacts the Butte County Operation to the Elijah house to complete our mission. The Elijah House hires participants for Transitional Employment to beautify California highways in this region while providing wrap around services, such as job development, SUD counseling, and support groups to ensure a successful transition. Since the commencement of our Partnership, there has been numerous successes for the participants and the communities serviced.

The Elijah House continues to exceed contract obligations while tracking all aspects with detailed data and reporting. Both Elijah House and the BCOE share a passion for helping those in need improve lives. Nothing gives us more pleasure than the pride these individuals share with us after they secure and accomplish their employment/life goals.

Thank you for considering a great organization like the Elijah House. We are delighted to continue our collaborative partnership with the Elijah House to further help those who are underemployed/unemployed obtain the training and wrap around services to create better future for all.

If you wish to contact me, I may be reached at (530) 354-8935 or tsarn:hc1.1dbcoc.ur!!.

Sincerely ,

A

Travis Sanchez
Statewide Coordinator, Back 2 Work
Butte County Office of Education
Telephone: (530) 354-8935

"WHERE STUDENTS COME FIRST"



July 17, 2020

To: Lake County Board of Supervisors

From: Jesus Center, Chico, CA

Re: The Elijah House

It is our great pleasure to write to you today concerning your consideration of The Elijah House for the COVID 19 Emergency Housing Hub. We have had a great working relationship with The Elijah House for a few years now, as we have collaborated on major projects to benefit the homeless and impoverished within our community. Our organization has worked with this population in our community for almost 40 years, and we view The Elijah House as providing necessary services that would significantly complement the continuum of care within our community by providing services at a high level of care.

We are currently working on a major expansion of our organization at a new facility, called the Renewal Center, and have been working to collaborate with The Elijah House and Sierra Health and Wellness to provide services within our campus model. Our desire to collaborate with them speaks volumes about our level of appreciation for their organization and their ability to perform within the scope of their services.

Since rely,



Laura Cootsona
Executive Director
laura@jesuscenter.org
530.518.7751

EXHIBIT “B” – FISCAL PROVISIONS

1. **CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. **INVOICES.**

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make initial payment of Fifty Thousand Dollars (\$50,000.00) within 20 business days of execution of this Agreement. County shall then remit payment within 20 business days on an undisputed invoice for the balance of compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor.

2.3 Contractor shall invoice County for the remaining balance of contract following receipt of initial payment. Contractor’s invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov.

3. **AUDIT REOUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by the County and will provide the County with a certified copy of their financial records for this grant upon request.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **BUDGET.** The Contractor shall submit, in advance, a detailed budget for review and approval by the County. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved by the County.

EXHIBIT "C" – COMPLIANCE PROVISIONS

1. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

2. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 2.1 Clean Air Act, as amended (42 USC 1857).
- 2.2 Clean Water Act, as amended (33 USC 1368).
- 2.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 2.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

3. **INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

4. **STANDARD OF CARE.** Contractor represents that it is specially trained, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted practices.

5. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

6. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement

within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

7. INSURANCE.

7.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

7.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

7.3 Contractor shall commence work under this agreement with the understanding that Contractor shall be covered by insurance beginning July 31, 2020. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove, and submitted to County certificates of insurance naming the County of Lake as additional insured within 30 days of execution of contract. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

7.4 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

7.5 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

7.6 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

7.7 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

7.8 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

8. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

9. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

10. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

11. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

12. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

13. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

14. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

15. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

16. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

[illegible]

**EXHIBIT "D" – DESCRIPTION OF THAT PORTION OF PROPERTY TO BE USED AS
THE TEMPORARY EMERGENCY HOUSING HUB**

